



City Of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL # 13-14
State Lobbying and Legislative Representation Services

**Proposals Accepted until 3:00 P.M., Local Time,
Friday, November 1, 2013**

Issued By:

City Of Rockville
Purchasing Division, 2nd Floor
111 Maryland Avenue
Rockville, Maryland 20850
Phone: 240.314.8430
Fax: 240.314.8439

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**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 13-14
State Lobbying and Legislative Representation Services**

SECTION I: PROJECT AND GENERAL SUBMITTAL INFORMATION SUMMARY

Sealed proposals addressed to the City of Rockville, Maryland (the "City") to provide state lobbying and legislative representation services for the City will be received at Rockville City Hall, Purchasing Division, 2nd floor, Attention: Pat Ryan, CPPB, Buyer II, 111 Maryland Avenue, Rockville, Maryland 20850 until **3:00 PM (local time), Friday, November 1, 2013.** No proposals will be accepted after that time.

1.1 RECEIPT AND HANDLING OF PROPOSALS

The Firm assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any Firm or the contents of any proposal to competing Firms during the evaluation process. The proposals, except for information identified by the Firm as proprietary, shall be open for public inspection after the contract award.

1.2 PURPOSE

The City of Rockville, Maryland is soliciting competitive sealed proposals (offers) for State Lobbying and Legislative Representation Services. The City desires to enter into a professional services contract with a qualified individual or firm who can demonstrate competency and experience in providing State lobbying services for municipal governments.

1.3 SUBMITTAL OF QUESTIONS

Prospective Firms are requested to submit any questions no later than **Monday, October 21, 2013 by 5:00 PM (local time)** to Pat Ryan, CPPB, Buyer II, via e-mail at pryan@rockvillemd.gov. Mark subject line or cover page or envelope: **"Questions on RFP #13-14, State Lobbying and Legislative Representation Services."**

1.4 PROPOSAL SUBMITTALS

One (1) original and three (3) copies of the proposal marked **"RFP 13-14, STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES"** shall be submitted in a sealed envelope. These must be submitted to and received no later than **3:00 PM (local time) on Friday, November 1, 2013** by the Purchasing Office, 2nd Floor, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Pat Ryan, CPPB, Buyer II.

1.5 AWARD

If the City awards a contract, the contract will be awarded to the responsible Firm whose offer is most advantageous to the City, based upon the evaluation criteria specified in Evaluation and Award Section (Section VI), results of the negotiations, and the final offer by the Firm. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the City in making an intelligent award decision based on the City's requirements and the best value proposal (offer) received.

1.6 CONTRACT

The successful Firm shall be required to complete a two-party standard form of contract. A sample contract (Attachment E) is attached.

1.7 NOTICE TO FIRMS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations, in order to enter into a contract with the City. "Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Firms must supply with their proposals their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

1.8 QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Firms must be qualified to submit Proposals in the State in accordance with Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

1.9 EXPENSES ASSOCIATED WITH RESPONSE

The City will not be responsible for any expenses incurred by a Firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

1.10 REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

1.11 DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

*****END OF SECTION I*****

SECTION II: KEY DATES SUMMARY SHEET

The City intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the City as required.

RFP Title:	State Lobbying and Legislative Representation Services
RFP Number:	RFP #13-14
RFP Issued Date:	Friday, October 11, 2013
Deadline to Submit Additional Questions:	Monday, October 21, 2013, 5:00 pm (local time)
Send questions to:	Pat Ryan, Buyer II, pryan@rockvillemd.gov Mark subject line or cover page or envelope: “Questions on RFP #13-14, State Lobbying and Legislative Representation Services.”
Responses to Written Questions (and any Addendum, if applicable)	Friday, October 25, 2013
Sealed Proposals shall be submitted to:	City of Rockville Attn: Purchasing Office, 2 nd floor 111 Maryland Avenue Rockville, MD 20850
Proposal Due Date and Time:	Friday, November 1, 2013, 3:00 pm (local time)

*****END OF SECTION II*****

SECTION III: SCOPE OF WORK

3.1 Description of City of Rockville, Maryland

- A. The City of Rockville is the third largest city in Maryland with a population of approximately 62,000 residents and approximately 25,000 households. For Fiscal Year 2014 (FY14) it has an annual operating budget of \$113.9 million and a five year capital improvements program (FY14-18) totaling \$66.5 million. The City is the Montgomery County seat.
- B. Rockville provides a full range of municipal services including police, refuse and recycling, water, sewer, and stormwater, streets, recreation programming, parks and facilities, commercial and residential code enforcement, planning and zoning, and community development. Rockville has operated under a Council-Manager form of government since 1948. The Mayor and Council are comprised of one Mayor and four councilmembers that are elected at-large every two years.
- C. For general information about the City, the Mayor and Council, and other City departments, please visit the City's web site at <http://www.rockvillemd.gov>.

3.2 Statement of Work Overview

- A. The City of Rockville, Maryland (the "City") is seeking an experienced firm (may be referred to as "Firm" or "Proposer" or "Offeror" or "Contractor"), to provide lobbying and legislative representation services that promote the City's interests before the Maryland General Assembly and other State of Maryland governmental bodies. The City desires to enter into a professional services contract with a qualified individual or firm who can demonstrate competency and experience in providing State lobbying services for municipal governments.
- B. In carrying out these services, the Firm will assist the City with representation, information gathering, information dissemination, strategic advice, and support services. The Firm will provide a flexible level of support, depending on the depth or scope of the City's legislative priorities at any given time. The services focus on: 1) garnering support for the City's State of Maryland legislative agenda; 2) identifying, tracking, and responding to legislation that impacts Rockville; and 3) securing various State of Maryland funding.

3.3 Statement of Work Responsibilities

3.3.1 State Lobbying Services – General Requirements:

The general scope of work consists of the Firm performing all of the following services:

- 1). Provide a broad range of State lobbying services on behalf of the City before the Legislative and Executive branches of the Maryland State Government.
- 2). Assist in the formulation of a State policy agenda, working with the Mayor and Council and City department heads.
- 3). Represent the City's interests in the State budget process as well as identify, solicit, and lobby for Capital Bond Bills and grants.

State Lobbying and Legislative Representation Services

- 4). Review and analyze on a continuing basis, all existing and proposed State of Maryland policies, programs, and legislation; identify issues that may impact the City; and provide prompt notification of issues to the City.
- 5). Based on policy direction provided by the Mayor and Council and executed by City staff, develop and implement strategies to advance the City's legislative goals.
- 6). In areas such as the environment and transportation, where State and Federal policy overlap, coordinate and collaborate with the City's contracted Federal lobbyist, as necessary.

3.3.2 Lobbying and Legislative Representation Activities:

The Firm will be responsible for managing the following activities:

1) Communications:

- a) Throughout the year and on a real time basis, inform the City of developments coming out of the Legislative and Executive branches of the State Government that impact Rockville.
- b) Be available in a timely manner in person, by telephone, fax, or email to provide consultation and advice.
- c) In response to City direction, act quickly on Rockville's behalf to rapidly changing developments in the State Government with impact on policy and legislative matters.
- d) Represent the City on a year round basis, at Task Force/Work Group meetings, bill hearings, Committee meetings, and provide timely written summaries to City staff.
- e) Provide timely written reports that track the status of Rockville legislative priorities and other legislation of interest on a weekly basis during the Legislative Session, and no less than quarterly at other times of the year, delineating the Firm's activities and actions for the City.
- f) Work with staff to prepare written communications that convey Rockville's position on State legislative, policy, and intergovernmental issues.
- g) Handle the logistics related to City officials testifying at bill hearings.
- h) Provide legislative and policy research on legislative proposals and executive agency regulations/issues/initiatives.

2) Intergovernmental Relations:

The Firm will be responsible for the following relationship building activities:

- a) Represent Rockville's interests in Annapolis by interacting with key members of the General Assembly and staff and Executive agency officials and staff, as needed.
- b) Facilitate regular meetings between the City, District 17 Delegation, and other State legislators to strengthen relationships, and to provide State officials with support as they work to successfully advance the City's priorities and protect its interests.
- c) Coach City elected officials and staff on how to present testimony, interact with legislators, and be successful advocates in Annapolis.

- d) Establish and maintain effective strategic relationships with the Maryland Municipal League, the Maryland Association of Counties, municipal and county representatives, and other stakeholders to achieve outcomes that support Rockville's legislative and policy positions.

- e) Utilize working relationships with executive agency officials to solve bureaucratic problems on behalf of the City as necessary.

*****END OF SECTION III*****

SECTION IV: SPECIFIC STATE LOBBYING AND LEGISLATIVE SERVICES REQUIRED

4.1 Experience and Expertise. A Firm submitting a proposal must show that it has experience and expertise in the following areas:

- 1) State legislative processes;
- 2) State budget appropriation processes;
- 3) Lobbying at the State level;
- 4) Identifying State grant opportunities;

A Firm submitting a proposal must provide:

- 5) A sample legislative position statement of testimony, with confidential information redacted.
- 6) A sample legislative tracking report, with confidential information redacted.
- 7) Information relating to industry ratings or special recognition received by the firm for lobbying/legislative representation services, if applicable.
- 8) Evidence of a minimum of six years' experience in providing all the types of services required within the Scope of Work. This shall not be limited to a listing of lobbying and legislative representation services before the legislative and executive branches of the State of Maryland.
- 9) A description of staffing plan that will meet the City's needs. Provide the relative effort each assigned staff member will devote to the project, including his/her specific role and area of expertise. Demonstrate evidence through an organizational chart (showing years of work in this field) or similar tool that the Firm has adequate staff time and expertise to handle the City's requirements.

4.2 Approach and Methodology.

A Firm submitting a proposal must provide the following information:

- 1) Describe from a project management and logistical perspective, how your Firm would carry out the services specified in this RFP.
- 2) Explain the Firm's philosophy and strategy used to achieve the best possible lobbying/legislative representation outcomes before the Legislative and Executive branches of the State of Maryland.
- 3) Document examples of success in providing lobbying services to clients in the following areas: a) achieving passage of legislation; b) defeating legislation; c) amending legislation and d) grants.

State Lobbying and Legislative Representation Services

- 4) Describe and document the Firm's knowledge and expertise in legislative bill review and analysis; the State budget process; educating clients on the impact of legislation; advising clients on courses of action; conducting legislative history; and consultation with City's Attorney's office, as necessary.
- 5) Provide assurance that the Firm is capable of providing the described services to the City of Rockville in addition to other responsibilities or commitments of the firm. The Firms that respond to the proposal shall have adequate staff capacity to handle the demands of the work.

4.3 Legal Violations Statement and Conflict of Interest.

- 1) Indicate whether your Firm or the staff assigned to this engagement have been found guilty of any legal or regulatory violations to these services or been the subject of any non-routine investigation by a regulatory agency within the past five years.
- 2) Identify any current arrangements with other Firms that might be recommended to do business with the City and list such items as finder's fees or splitting arrangements.
- 3) Provide an affirmative statement that you will not engage in activities on behalf of the City that produce a direct or indirect financial gain for the Firm, other than agreed upon contractual compensation, without the City's informed consent.
- 4) Rockville is interested in Firms that can represent the City's interests on State legislative and policy matters without conflicts of interest. Explain what the Firm would do in a situation where two or more of your clients have conflicting views and/or positions on a matter in which you've been asked to advocate before the legislative and/or executive branches of the State of Maryland.

*****END OF SECTION IV*****

SECTION V: PROPOSAL FORMAT AND REQUIRED CONTENT

5.1 Proposals shall include the following parts:

5.1.1 TITLE PAGE. The Proposal should begin with a title page bearing the name and address of the Firm and the name and number of this RFP.

5.1.2 IDENTIFICATION OF CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS. If applicable, information the Firm claims to be confidential, proprietary commercial information or trade secrets shall be identified after the Title Page and before the Table of Contents in the Firm's Proposal. This information, along with any claim of confidential financial information, should also be disclosed. The Firm must include an explanation for each individual claim of confidentiality.

5.1.3 TABLE OF CONTENTS. A table of contents for the Proposal should follow the title page or the Firm's confidential, proprietary information or trade secrets claims.

5.1.4 COVER LETTER. Provide a cover letter and company profile introducing the Firm (one-page). Should also include name, telephone number and email address of contact person.

5.1.5 RESPONSE TO SPECIFIC STATE LOBBYING AND LEGISLATIVE SERVICES REQUIRED (Section IV: 4.1, 4.2, and 4.3). Responses must be clear and thorough, but concise, and should demonstrate the Firm's overall understanding of the services required, including any assumptions, standards and deliverables.

5.1.6 PRICE PROPOSAL.

a. Complete the Execution of Proposal (Attachment A) and provide your fee proposal for the first contract year, which shall be at a firm, fixed price. The City will consider proposals including a retainer or hourly rate or combination. Proposals containing an hourly rate component shall include a cost not to exceed based on a maximum number of hours the Firm would provide on an annual basis. It is expected that proposals will include a significant discount from normal hourly rates.

- i. Pricing Adjustments: Following the first one year period of the Contract, a request for price adjustment is available to the Firm and subject to approval or rejection by the City. A request for price adjustment from a Firm will not be approved unless the Firm submits to the City sufficient justification to support the Firm's request.
- ii. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the U.S. Bureau of Labor Statistics, Employment Cost Index *Employment Cost Index – Private Industry, Wages and Salaries, 12-month Percent Change, Not Seasonally Adjusted – CIU2020000000000A* for the twelve-month period immediately prior to the date of the request.

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- iii. The request for the increase must be accompanied with supporting documentation justifying the requested price adjustment. A price increase, if approved, shall be effective 60 days from the date of receipt of the Firm's request and shall be in effect for a period of one year.
- c. The awarded Firm shall submit invoices on a quarterly basis only.
- d. No additional payment will be made for additional costs, including travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

5.1.7 ATTACHMENTS

In addition to Attachment A (Execution of Proposal) stated in 5.1.6 PRICE PROPOSAL (above), the following is required:

- 5.1.7 a. Attachment B, References
- 5.1.7 b. Attachment C, Affidavit Form
- 5.1.7 c. Attachment D, Proposer's Questionnaire
- 5.1.7 d. Attachment G, Insurance, The Firm shall meet all of the insurance requirements contained within this proposal document. Provide confirmation from your insurance carrier of your ability to obtain a certificate of insurance including a waiver of subrogation and endorsements in accordance with the Insurance Rev2 (09/08) document (Attachment G). The City reserves the right to require Insurance documents prior to award to expedite the award process.
- 5.1.7. e. Attachment H, Exceptions (if any), The submitting Firm shall prepare this attachment. Any exceptions to the requirements of this RFP that the Firm requests the City to consider must be placed in this section. Each exception should be addressed separately with specific reference to the requirement. If there are no proposed alternatives or exceptions, a statement to that effect must be included in this section of the proposal.

*****END OF SECTION V*****

SECTION VI: EVALUATION AND AWARD

6.1 Criteria

EVALUATION CRITERIA	SCORE
Experience, expertise, and references	30% or points
Approach and methodology	30% or points
Price proposal	20% or points
Record of no legal/regulatory violations; ability to represent Rockville on a broad range of issues without significant conflicts of interest	20% or points
TOTAL	100% or points

6.2 Evaluation Process

Evaluation Committee (EC) consisting of City staff will review all proposals. The following procedure will be utilized:

- A. Upon receipt of proposals, the EC will independently review and evaluate all proposals in accordance with the evaluation criteria listed below. Each EC member will complete a proposal evaluation matrix form and a composite rating will be developed which indicates the Firm's collective ranking.
- B. The EC **may** ask questions of a clarifying nature to the Firm via email, telephone, or US Mail. Significant representations made by a Firm during the clarifying phase must be reduced to writing. All written representations will become part of the Firm's proposal and are binding if the Contract is awarded.
- C. Firms **may** be required to make oral presentations to City representatives. Significant representations made by a Firm during the oral presentation must be reduced to writing. All written representations will become part of the Firm's proposal and are binding if the Contract is awarded. Oral presentations, if required, will occur approximately two weeks after the proposal due date.

*****END OF SECTION VI*****

SECTION VII: SUBMISSION INSTRUCTIONS

7.1 Proposal Copies

One unbound (1) original and three (3) copies of the proposal marked “**RFP# 13-14, “STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES”**” must be submitted by the deadline stated herein.

7.2. Standardized Proposal Format

In order to provide each Firm an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals should be submitted and must contain the following elements organized into separate chapters and/or sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s).

7.3 Proposal Preparation

The Firm should prepare the proposal simply and economically, providing a straightforward, concise description of the solution and capabilities to satisfy the conditions and requirements of this RFP. The City does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances the City’s understanding of your Proposal. The Firm’s emphasis should be on completeness and clarity of content.

*****END OF SECTION VII*****

SECTION VIII: ADDITIONAL CONTRACT ITEMS

8.1 Term of Contract

The term of any contract awarded from this RFP shall be from contract award for a period of one year. If the City determines it to be advantageous, it may extend the term of the contract for up to four (4) one-year periods.

8.2 Invoicing and Payment

The Firm shall submit quarterly invoices which shall include a detailed itemization of all charges.

Invoices shall be based upon completion of tasks and deliverables. All such invoices will be paid promptly by the City unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Rockville
Attn: Linda Moran
City Hall, City Manager's Office
111 Maryland Avenue
Rockville, MD 20850

8.3 Contract and Project Manager

Unless otherwise noted in the RFP, the designated contract and Project Manager (PM) will be Linda Moran, Assistant to the City Manager who may be contacted via e-mail at lmoran@rockvillemd.gov or by telephone at (240) 314-8115.

8.4 Right to Cancel

The City reserves the right to cancel this Request for Proposal or reject any or all proposals at any time prior to an award. The City is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

8.5 Offeror Exclusion and Affirmation

Signing Execution of Offer or submitting a proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and Offeror may be removed from all proposal lists. By signing this proposal, the Offeror hereby certifies that:

- A. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- B. The firm, corporation, partnership or institution represented by the contractor, or anyone acting for such firm, corporation or institution has not violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- C. The Offeror has not received compensation for participation in the preparation of the specifications for this Request for Proposal.

8.6 Public Information Requests

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the City under the Maryland Public Information Act. Information that an Offeror claims is confidential must be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the City will notify the Offeror and make a determination whether the information must be disclosed.

8.7 Additional Services

While the City has listed all major services on the solicitation, which are utilized by City departments in conjunction with its operations, there may be ancillary services that must be contracted for by the City during the term of this contract. Under these circumstances, a City representative will contact the Firm to obtain a proposal for the ancillary services.

*****END OF SECTION VIII*****

SECTION IX: RFP COMPLETION CHECKLIST

This checklist is a summary of the required components of the RFP. It is provided as a convenience to Firms, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the Firm to submit complete and compliant Proposals.

- _____ **TITLE PAGE (5.1.1)**
- _____ **IDENTIFICATION OF CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS (5.1.2)**
- _____ **TABLE OF CONTENTS (5.1.3)**
- _____ **COVER LETTER (5.1.4)**
- _____ **RESPONSE TO SPECIFIC STATE LOBBYING AND LEGISLATIVE SERVICES REQUIRED (5.1.5)**
- _____ **PRICE PROPOSAL (5.1.6)**
- _____ **ATTACHMENT A, (EXECUTION OF PROPOSAL) (5.1.7)**
- _____ **ATTACHMENT B (REFERENCES) (5.1.7 a)**
- _____ **ATTACHMENT C (AFFIDAVIT FORM) (5.1.7 b)**
- _____ **ATTACHMENT D (PROPOSER'S QUESTIONNAIRE) (5.1.7 c)**
- _____ **ATTACHMENT G (INSURANCE) (5.1.7 d)**
- _____ **ATTACHMENT H (EXCEPTIONS) 5.1.7 e)**

*****END OF SECTION IX*****

(ATTACHMENT A)



**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM**

**REQUEST FOR PROPOSAL # 13-14
STATE LOBBYING AND LEGISLATIVE REPRESENTATION SERVICES**

ATTACHMENT A MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL

FIRM AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS ATTACHMENT A.

Fee Schedule

(see Section 5.1.6 (a-d) Price Proposal for more information)

NAME OF FIRM_____

RETURN THIS FORM WITH PROPOSAL

ADDENDUM

Please note, that it is the Proposer's responsibility to check the City's site frequently for Addendum, which may impact requirements, terms and/or conditions, <http://www.rockvillemd.gov/Bids.aspx>.

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOSAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

Signature (SEAL) Date

Print Signature

WITNESS: _____
Signature

Print Signature

NAME OF FIRM _____

RETURN THIS FORM WITH PROPOSAL

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

BY: (SEAL)

Member Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL)

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

NAME OF FIRM _____

RETURN THIS FORM WITH PROPOSAL

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF FIRM _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT B)**REFERENCES**

The Firm shall be competent and experienced with an established reputation within the community. The Firm shall have performed similar work for a minimum period of six years. The Firm shall furnish a representative list of three (3) projects involving work as specified. Failure to submit the required information with the Proposal may be cause for rejection of the Request for Proposal. The City reserves the right to contact each and every reference listed below and shall be free from any liability to proposer for conducting such inquiry.

1. Government Jurisdiction: _____
 Current Address: _____
 Contact Person: _____ Phone: _____
 Email Address (of Contact Person) _____
 Contract Start Date: _____ Contract End Date: _____
 Brief Description of Services Provided: _____

(attach additional page(s) as necessary)

2. Government Jurisdiction: _____
 Current Address: _____
 Contact Person: _____ Phone: _____
 Email Address(of Contact Person) _____
 Contract Start Date: _____ Contract End Date: _____
 Brief Description of Services Provided: _____

(attach additional page(s) as necessary)

3. Company Name: _____
 Current Address: _____
 Contact Person: _____ Phone: _____
 Email Address (of Contact Person): _____
 Contract Start Date: _____ Contract End Date: _____
 Brief Description of Services Provided: _____

(attach additional page(s) as necessary)

NAME OF FIRM _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)**A F F I D A V I T**

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and

Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. **I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.**

Signature and

Title _____ Date _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT D)

PROPOSER'S QUESTIONNAIRE

The Firm recognizes that in selecting a Contractor, the City will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Firm warrants to the best of its knowledge that all responses are true, correct and complete.

Company Profile

1. Number of Years in Business: _____

2. Type of Operation: Individual____ Partnership____ Corporation____ Government____
Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)

3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City.

4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City.

5. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City.

NAME OF FIRM_____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT E)

SAMPLE
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract"), made this ____ day of _____, 2013 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "**CITY**", and **<CONTRACTOR'S NAME>** hereinafter referred to as "**CONTRACTOR**".

WITNESSETH

WHEREAS, the City desires the Contractor to provide lobbying and legislative representation services that promote the City's interests before the Maryland General Assembly and other State of Maryland governmental bodies.

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in RFP #13-14, State Lobbying and Legislative Representation Services hereto attached a made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated **xxxx** hereto attached a made a part hereof and identified as Exhibit "B" ; **<reference other attachments as necessary>** In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail. **<if numerous exhibits list prevailing exhibit(s)>**

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the City.

3. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

4. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Contract.

5. **TIME OF ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Contract and agrees to assign adequate personnel sufficient to respond to requests for service.

6. **CONTRACT TERM.** This Contract shall be effective upon execution of the contract and shall continue through a period of one year. This Contract may be extended for four (4) additional one-year periods.

7. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Contract is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

8. **TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

9. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

10. SUBCONTRACTS. None of the services covered by this Contract, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Attachment G for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

11. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the City.

12. INSURANCE. The Contractor shall carry insurance with limits as required in Attachment G by the City and shall provide to the City a certificate evidencing the same.

13. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

14. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

15. GOVERNING LAW. This Contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

16. SUCCESSORS AND ASSIGNS: This Contract shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Contract shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Contract without the City's express written consent which may be withheld in the City's sole and absolute discretion.

17. INDEPENDENT CONTRACTOR. The Contractor shall perform this Contract as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

18. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed <OR LUMP SUM \$>. In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

19. INVOICING. Invoicing for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All invoices shall be submitted quarterly to the City of Rockville, Attn: Ms. Linda Moran, Assistant to the City Manager, 111 Maryland Avenue, Rockville, MD 20850.

20. MODIFICATION. This Contract may be modified only by written instrument signed by both parties hereto.

21. ENTIRE CONTRACT. This Contract, including the exhibits attached hereto, constitutes the entire Contract between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
ROCKVILLE

City Clerk

By: _____
City Manager

ATTEST

<CONTRACTOR NAME>

Print or Type Name

By: _____ (Seal)

Print or Type Name

Approved as to form and legality:

City Attorney

(ATTACHMENT F)



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO FIRMS
(PROPOSAL 9.2013)**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the Firm's Proposal, and are not subject to change by reasons of written or verbal statement by the Firm unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.

2. **PREPARATION** All Proposals shall be submitted in sealed envelopes to the Purchasing Office marked with the Request for Proposal number.

Conditional proposals and proposals containing escalator clauses will not be accepted. Proposals must be signed by an individual authorized to bind the Firm.

3. **LATE PROPOSAL** It is the Firm's responsibility to assure delivery of the Proposal at the proper time to the designated location. Proposals delivered to any other office or location will not be considered.

4. **PROPOSAL AWARD** The award will be made to the Firm whose Proposal, in the opinion of the City is the best taking into consideration all aspects of the Firms' responses, including total net cost to the City. In the event that the Firm to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such Firm of intent to award the contract to the next most qualified Firm, or to call for new Proposals.

5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the Firm to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://www.rockvillemd.gov/Bids.aspx>

Please note, that it is the Firm's responsibility to check this site frequently for Addendums, which may impact this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the Proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

6. **ACCEPTANCE/REJECTION OF PROPOSALS** The City reserves the right to reject any or all Proposals in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Proposals shall be valid for a minimum of 120 days following the deadline for submitting offers. Proposals may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

7. **MISTAKES** Firms are expected to be thoroughly familiar with all Proposal documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each Firm shall carefully and thoroughly examine these proposal documents for completeness. No claim of any Firm will be allowed on the basis that these Proposal documents are incomplete.

8. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Firm is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Firm's company except Firm's project participants. After completion of the project, all sensitive documents remaining in the Firm's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require the Firm to access the City's electronic information resources and/or its electronic data assets, the Firm shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address: <http://www.rockvillemd.gov/documentcenter/view/74>

9. **EXECUTION OF CONTRACT** The Firm shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached.
10. **INVOICING** The Firm shall submit invoices which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850.

11. **INTERPRETATION** Any questions concerning general instruction and statement of work shall be directed in writing to the Purchasing Office. The submission of a Proposal shall be prima facie evidence that Firm thoroughly understands the terms of the specification. The Firm shall take no advantage of any error or omission in the specifications.
12. **ABANDONMENT, DISSOLUTION AND RESTRUCTURING.** A Firm who abandons or defaults the work on this contract and causes this contract to be re-solicited will not be considered in future Proposals for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.
13. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable workmanship shall be rejected and shall be made good by the Firm. Firm shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.
14. **INDEMNIFICATION OF THE COUNCIL** The Firm shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.
15. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Firm in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Firm.
16. **PROPRIETARY INFORMATION.** The City agrees, to the extent permitted by law, to hold all material and information belonging to the Firm, which it deems to be confidential, in strictest confidence. The Firm agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
17. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Firm shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
18. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful Firm must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Firm will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Firm infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

19. **MISCELLANEOUS PROVISIONS** The City and the Firm each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Firm assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

20. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Firm may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Firm will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

21. **BROKERING** The Firm warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

22. **EQUAL EMPLOYMENT OPPORTUNITY** The Firm will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Firm fails to comply with non-discrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Firm may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Firm will permit access to the Firm's books, records and accounts. If the City Manager concludes that the Firm has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

23. **IMMIGRATION REFORM AND CONTROL ACT** The Firm awarded a contract pursuant to this proposal shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Firm shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

24. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Firm except as expressly authorized in writing by the City.

25. **EXCLUSION** As part of the contract, the Firm must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.

ATTACHMENT G

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Firm must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Firm's insurance shall be primary.

The Firm must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Firm's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Firm's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Firm shall furnish a new certificate prior to any change or cancellation date. The failure of the Firm to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Firm's Commercial and Excess/Umbrella Insurance for liability arising out of Firm's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Firm's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Firm shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title) **RFP #13-14 State Lobbying and Legislative Representation Services**

City Hall

111 Maryland Avenue

Rockville, MD 20850